

**RENEWAL
CABLE TELEVISION LICENSE
FOR
THE TOWN OF WENHAM,
MASSACHUSETTS**

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A G R E E M E N T

This Cable Television Renewal License entered into this ____th day of July, 1999, by and between MediaOne of Massachusetts, Inc., ("MediaOne"), a Massachusetts corporation, and the Board of Selectmen of the Town of Wenham, Massachusetts, as Issuing Authority for the renewal of the cable television license(s) pursuant to M.G.L. c. 166A.

WITNESSETH

WHEREAS, the Issuing Authority of the Town of Wenham, Massachusetts, pursuant to M.G.L. c. 166A is authorized to grant one or more nonexclusive, revocable cable television renewal licenses to construct, operate and maintain a Cable Television System within the Town of Wenham; and

WHEREAS, the Issuing Authority conducted a public hearing, pursuant to Section 626 of the Cable Act, on July ____, 1998 to (1) ascertain the future cable related community needs and interests of Wenham, and (2) review the performance of MediaOne during its current license term; and

WHEREAS, MediaOne submitted a license renewal proposal to the Town of Wenham, dated April 28, 1999 for a renewal license to operate and maintain a Cable Television System in the Town of Wenham; and

WHEREAS, the Issuing Authority and MediaOne did engage in good faith negotiations to further clarify said renewal proposal and did agree on various provisions regarding the Cable Television System in Wenham; and

WHEREAS, the Issuing Authority, after consideration, analysis and deliberation, approved the technical ability, financial qualifications, and renewal proposals of MediaOne; and

WHEREAS, the Issuing Authority has determined that it is in the best interests of the Town of Wenham to grant a non-exclusive renewal license to MediaOne.

NOW THEREFORE, in consideration of the mutual covenants herein contained and intending to be legally bound, the parties agree as follows:

ARTICLE 1

DEFINITIONS

Section 1.1---DEFINITIONS

For the purpose of this Renewal License, the following words, terms, phrases and their derivations shall have the meanings given herein, unless the context clearly requires a different meaning. When not inconsistent with the context, the masculine pronoun includes the feminine pronoun, words used in the present tense include the future tense, words in the plural number include the singular number and words in the singular number include the plural number. The word shall is always mandatory and not merely directory.

(1) Access: The right or ability of any Wenham resident and/or any persons affiliated with a Wenham institution to use designated facilities, equipment and/or channels of the Cable Television System, subject to the conditions and procedures established for such use.

(2) Access Channel: A video channel which the Licensee shall make available to the Town of Wenham and/or Access Users, without charge, for the purpose of transmitting non-commercial programming by members of the public, Town departments and agencies, public schools, educational, institutional and similar organizations.

(3) Cable Advisory Committee: The Cable Television Advisory Committee as appointed and designated by the Issuing Authority.

(4) Affiliate or Affiliated Person: Any Person who owns or controls, is owned or controlled by, or is under common ownership or control with, another Person.

(5) Application: The renewal proposal submitted by MediaOne to the Issuing Authority of the Town of Wenham on April 28, 1999.

(6) Basic Service: Any Service distributed over the Cable System, which includes, without limitation, all Public, Educational and Governmental ("PEG") Access Channels and all broadcast Signals required to be carried on Basic Service pursuant to federal law.

(7) CMR: The acronym for Code of Massachusetts Regulations.

(8) Cable Act: Public Law No. 98-549, 98 Stat. 2779 (1984) (the Cable Communications Policy Act of 1984), as amended by Public Law No. 102-385, 106 Stat. 1460 (1992) (the Cable Television Consumer Protection and Competition Act of 1992, as further amended by Public Law No. 104-458, 110 Stat. 110 (1996) (the Telecommunications Act of 1996).

(9) Cable Division: The Cable Television Division of the Massachusetts Department of Telecommunications and Energy.

(10) Cable Service: The one-way transmission to Subscribers of Video Programming or other Programming services, together with Subscriber interaction, if any, which is required for the selection of such Video Programming or other programming services.

(11) Cable Television System or Cable System: A facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Town.

(12) Commercial Subscriber: A commercial, non-residential Subscriber to Cable Television Service.

(13) Converter: Any device changing the frequency of a Signal. A Subscriber Converter may expand reception capacity and/or unscramble coded Signals distributed over the Cable System.

(14) Department of Public Works ("DPW"): The Department of Public Works of the Town of Wenham, Massachusetts.

(15) Downstream Channel: A channel over which Signals travel from the Cable System Headend to an authorized recipient of Programming.

(16) Drop or Cable Drop: The coaxial cable that connects each home or building to the feeder line of the Cable System.

(17) Effective Date of the Renewal License (the "Effective Date"): July 10, 1999.

(18) Execution Date of the Renewal License (the "Execution Date"): July ____, 1999.

(19) FCC: The Federal Communications Commission, or any successor agency.

(20) Franchise-Related Cost Settlement ("FRC Settlement"): The Franchise-Related Cost Settlement Agreement between MediaOne of Massachusetts, Inc. and a number of municipalities, which Agreement was accepted by the Cable Division, dated November 13, 1997.

(21) Gross Annual Revenues: Consideration of any form or kind derived by the Licensee and/or its Affiliates from the operation of the Cable Television System for the provision of Cable Service(s) over the Cable Television System including, without limitation: the distribution of any Service over the Cable System; Basic Service monthly fees and all other Service fees; installation, reconnection, downgrade, upgrade and any similar charges; interest collected on Subscriber fees and/or charges; fees paid on all Subscriber fees; revenues received from all Internet services (provided that such services are deemed to be Cable Services); all Commercial Subscriber revenues; fees paid for channels designated for commercial use; home-shopping revenues; Converter, remote control and other cable-related equipment rentals and/or leases or sales; studio and other facility and/or equipment rentals; advertising revenues; and all other revenue(s) derived by the Licensee from the sale of products in any way advertised or promoted on the Cable Television System. In the event that an Affiliate and/or any other Person is responsible for advertising revenues shall be deemed to be the pro-rata portion of advertising revenues, paid to the Cable System by an Affiliate or such other Person for said Affiliate's or other Person's use of the Cable Television System for the carriage of advertising. Gross annual revenues shall also include the Gross Revenue of any other Person which is derived directly or indirectly from or in connection with the operation of the Cable System to the extent that said revenue is derived, through a means which has the effect of avoiding payment of License Fees to the Town that would otherwise be paid herein. It is the intention of the parties hereto that Gross Annual Revenues shall only include such consideration of Affiliates and/or Persons relating to Signal carriage over the Cable System and not the gross revenues of any such Affiliate(s) and/or Person(s) itself, where unrelated to such Signal carriage. Gross Annual Revenues shall not include actual bad debt that is written off, consistent with Generally Accepted Accounting principles; provided, however, that all or any part of any such actual bad debt that is written off, but subsequently collected, shall be included in Gross Annual Revenues in the period so collected.

(22) Headend: The electronic control center of the Cable System containing equipment that receives, amplifies, filters and converts incoming Signals for distribution over the Cable System.

(23) Hub or Hub Site: A sub-Headend, generally located within a cable television community, used either for the purpose of (i) Signal processing or switching or (ii) placement of a Fiber Node or microwave link or transportation super trunk.

(24) Institutional Network: The separate 300 MHz institutional system, comprising upstream and downstream transmission to the Town and its departments to a number of municipal locations.

(25) Issuing Authority: The Board of Selectmen of the Town of Wenham, Massachusetts.

(26) Leased Channel or Leased Access: A video channel(s) which the Licensee shall make available pursuant to Section 612 of the Cable Act.

(27) License Fee or Franchise Fee: The payments to be made by the Licensee to the Town of Wenham, which shall have the meaning as set forth in Section 622(g) of the Cable Act and M.G.L. Chapter 166A.

(28) Licensee: MediaOne of Massachusetts, Inc. ("MediaOne") or any successor or transferee in accordance with the terms and conditions in this Renewal License.

(29) Local Origination Programming: Local programming produced and/or cablecast by the Licensee, but not including PEG Access Programming.

(30) Multichannel Video Programming Provider: A Person who or which makes available to residents in Wenham multiple channels of Video Programming.

(31) NCTA: The acronym for the National Cable Television Association.

(32) NTSC: The acronym for National Television Systems Committee.

(33) Node or Fiber Node: A remote point(s) in the Cable System connecting fiber-optic cable to the Trunk and Distribution System.

(34) Origination Capability: An activated connection to an Upstream Channel, allowing a User(s) to transmit a Signal(s) upstream to a designated location.

(35) Outlet: An interior receptacle, generally mounted in a wall, that connects a Subscriber's or User's equipment to the Cable System.

(36) Pay Cable or Premium Services: Programming delivered for a fee or charge to Subscribers on a per-channel basis.

(37) Pay-Per-View: Programming delivered for a fee or charge to Subscribers on a per-program or per-event basis.

(38) PEG: The acronym for "public, educational and governmental," used in conjunction with Access Channels, support and facilities.

(39) PEG Access Channels: Any channel(s) made available for the presentation of PEG Access Programming.

(40) Person: Any corporation, partnership, limited partnership, association, trust, organization, other business entity, individual or group of individuals acting in concert.

(41) Prime Rate: The prime rate of interest at BankBoston.

(42) Public Way or Street: The surface of, as well as the spaces above and below, any and all public streets, avenues, highways, boulevards, concourses, driveways, bridges, tunnels, parks, parkways, waterways, bulkheads, piers, dedicated public utility easements, and public grounds or waters and all other publicly owned real property within or belonging to the Town, now or hereafter existing. Reference herein to "Public Way" or "Street" shall not be construed to be a representation or guarantee by the Town that its property rights are sufficient to permit its use for any purpose, or that the Licensee shall gain or be permitted to exercise any rights to use property in the Town greater than those already possessed by the Town.

(43) Renewal License: The non-exclusive Cable Television License granted to the Licensee by this instrument.

(44) Scrambling/encoding: The electronic distortion of a Signal(s) in order to render it unintelligible or unreceivable without the use of a Converter issued by the Licensee.

(45) Service: Any Basic Service, any Pay Cable Service, or any other Cable Service, whether or not originated by the Licensee, which is offered to any Subscriber in conjunction with, or which is distributed over, the Cable System.

(46) Signal: Any transmission of electromagnetic or optical energy which carries Programming from one location to another.

(47) Social Contract: The contractual agreement between the FCC and the Licensee, dated August 1, 1995, at FCC 95-335, as amended by the FCC on August 23, 1996, at FCC 96-358.

(48) State: The Commonwealth of Massachusetts.

(49) Subscriber: Any Person, firm, corporation or other entity who or which elects to subscribe to, for any purpose, a Service provided by the Licensee by means of, or in connection with, the Cable Television System.

(50) Subscriber Network: The 750 MHz Cable Television System to be operated and maintained by the Licensee, over which Signals can be transmitted to Subscribers.

(51) Town: The Town of Wenham, Massachusetts.

(52) The Board of Selectmen: The Board of Selectmen of the Town of Wenham, Massachusetts.

(53) Trunk and Distribution System: That portion of the Cable System for the delivery of Signals, but not including Drop Cable(s) to Subscriber's residences.

(54) Upstream Channel: A channel over which Signals travel from an authorized location to the Cable System Headend.

(55) User: A Person utilizing the Cable Television System, including all related facilities for purposes of production and/or transmission of electronic or other Signals, as opposed to utilization solely as a Subscriber.

(56) VCR: The acronym for video cassette recorder.

(57) Video Programming or Programming: Programming provided by, or generally considered comparable to programming provided by, a television broadcast stations.

ARTICLE 2

GRANT OF RENEWAL LICENSE

Section 2.1---GRANT OF RENEWAL LICENSE

Pursuant to the authority of Chapter 166A of the General Laws of the Commonwealth of Massachusetts, and subject to the terms and conditions set forth herein, the Board of Selectmen of the Town of Wenham, Massachusetts, as the ISSUING AUTHORITY of the Town, hereby grants a non-exclusive Cable Television Renewal License to the LICENSEE authorizing the Licensee to operate and maintain a Cable Television System within the corporate limits of the Town of Wenham.

This Renewal License is subject to the terms and conditions contained in Chapter 166A of the laws of Massachusetts; the regulations of the FCC; the Cable Act; and all Town, State and federal statutes and by-laws of general application, as all may be amended.

Subject to the terms and conditions herein, the Issuing Authority hereby grants to the Licensee the right to operate and maintain the Cable Television System in, under, over, along, across or upon the Public Ways and Streets, lanes, avenues, alleys, sidewalks, bridges, highways and other public places under the jurisdiction of the Town of Wenham within the municipal boundaries and subsequent additions thereto, including property over, under or on which the Town has an easement or right-of-way, for the purpose of reception, transmission, collection, amplification, origination, distribution, and/or redistribution of Cable Services and Signals in accordance with the laws of the United States of America, the State of Massachusetts and the Town of Wenham. In exercising rights pursuant to this Renewal License, the Licensee shall not endanger the lives of Persons, interfere with any installations of the Town, any public utility serving the Town or any other Persons permitted to use Public Ways and places.

Grant of this Renewal License does not establish priority for use over other present or future permit holders or the Town's own use of Public Ways and places. Disputes between the Licensee and other parties regarding use of Public Ways and places shall be resolved in accordance with any applicable regulations of the Department of Public Works and any special laws or Town by-laws and/or regulations enacted hereafter.

Section 2.2---TERM OF RENEWAL LICENSE

The term of this Renewal License shall be a five (5) year term, commencing on July 10, 1999 and expiring on July 9, 2004, unless sooner terminated as provided herein or surrendered.

Section 2.3---NON-EXCLUSIVITY OF RENEWAL LICENSE

(a) This Renewal License shall not affect the right of the Issuing Authority to grant to any other Person a license or right to occupy or use the Public Ways or streets, or portions thereof, for the construction, upgrade, installation, operation or maintenance of a Cable Television System within the Town of Wenham; or the right of the Issuing Authority to permit the use of the Public Ways and places of the Town for any purpose(s) whatsoever. The Licensee hereby acknowledges the Issuing Authority's right to make such grants and permit such uses.

(b) The grant of any additional cable television license(s) shall not be on terms more favorable or less burdensome than those contained in this Renewal License. The grant of any additional cable television license(s) shall be at the sole discretion of the Issuing Authority.

(i) In the event that the Licensee believes that any additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue. Along said written request, the Licensee shall provide the Issuing Authority with written reasons for its belief. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to demonstrate that any such additional cable television license(s) are on terms more favorable or less burdensome, taken on the whole, than those contained in this Renewal License. The Licensee shall provide the Issuing Authority with such financial or other relevant information as is requested.

(ii) Should the Licensee demonstrate that any such additional cable television license(s) have been granted on terms and conditions more favorable or less burdensome than those contained in this Renewal License, the Issuing Authority shall consider and negotiate, in good faith, equitable amendments to this Renewal License.

(iii) The Licensee shall not request, or receive, amendments in connection with any services, facilities, funding and/or fee requirements in this Renewal License that have been satisfied as of the date of the public hearing in Section 2.3(b)(i) supra.

(c) The issuance of additional license(s) shall be subject to applicable federal law(s), and M.G.L. Chapter 166A and applicable regulations promulgated thereunder.

(d) In the event that a Multichannel Video Programming Provider, which is (i) not in any way an Affiliate of the Licensee and/or (ii) not a satellite provider, hereafter provides Programming to residents of the Town, and is not required by applicable law to be licensed by the Issuing Authority, and to the extent that the Licensee reports to the Issuing Authority, in writing, that the providing of such Programming of such Multichannel Video Programming Provider is having a substantial negative impact upon the financial viability of the Licensee's Cable System in the Town, the Licensee may request, in writing, that the Issuing Authority convene a public hearing on that issue.

(i) Along with said written request, the Licensee shall provide the Issuing Authority with a written basis and written reasons for its determination of such substantial negative impact. At the public hearing, the Issuing Authority shall afford the Licensee an opportunity to present the basis and the reasons for its determination. The Licensee shall provide the Issuing Authority with such financial and other relevant information as is reasonably requested, subject to Section 13.1 infra.

(ii) Should the Licensee demonstrate that the Programming of such Multichannel Video Programming Provider is having a substantial negative impact upon the financial viability of the Licensee's Cable System in the Town, the Issuing Authority shall consider and negotiate, in good faith, equitable amendments to this Renewal License.

(iii) The Licensee shall not request, or receive, amendments in connection with any services, facilities, funding and/or fee requirements in this Renewal License that have been satisfied as of the date of the public hearing in Section 2.3(d)(i) supra.

(iv) As of the Effective Date of this Renewal License, the parties hereto agree that any potential Multichannel Video Programming Provider(s), which are (i) not in any way an Affiliate of the Licensee and (ii) not a satellite provider, and are currently providing Programming to residents in the Town, are having no substantial negative impact upon the financial viability of the Licensee's Cable System in the Town.

Section 2.4---**POLICE AND REGULATORY POWERS**

By executing this Renewal License, the Licensee acknowledges that its rights are subject to the powers of the Town to adopt and enforce general by-laws necessary to the safety and welfare of the public. The Licensee shall comply with all applicable DPW regulations, incorporated herein by reference, and any by-laws and/or regulations enacted and/or amended by the Town. Any conflict between the terms of this Renewal License and

any present or future lawful exercise Exhibit of the Town's police and regulatory powers shall be resolved in favor of the latter.

Section 2.5---**REMOVAL OR ABANDONMENT**

Upon termination of this Renewal License, or of any renewal thereof by passage of time or otherwise, the Licensee shall remove all of its supporting structures, poles, transmission and distribution systems, and other appurtenances from the Public Ways and shall restore the areas to their original condition. If such removal is not complete within six (6) months of such termination, the Issuing Authority may deem any property not removed as having been abandoned.

Section 2.6---**TRANSFER OF THE RENEWAL LICENSE**

(a) Subject to applicable law, neither this Renewal License, nor control thereof, shall be transferred, assigned or disposed in any manner, voluntarily or involuntarily, directly or indirectly, or by transfer of control of any Person, company and/or other entity holding such Renewal License to any other Person, company and/or other entity, without the prior written consent of the Issuing Authority, which consent shall not be arbitrarily or unreasonably withheld or delayed. Such consent shall be given only after a hearing upon a written application therefor on forms prescribed by the Cable Division and/or the FCC. The application for consent to a transfer or assignment shall be signed by the Licensee and by the proposed transferee or assignee or by their representatives, evidence of whose authority shall be submitted with the application.

(b) In considering a request to transfer control of this Renewal License, the Issuing Authority shall consider such factors as the transferee's financial, management, technical and legal qualifications and may consider other criteria allowable under law and/or regulation.

(c) The consent or approval of the Issuing Authority to any assignment, lease, transfer, sublease, or mortgage of the Renewal License granted to the Licensee shall not constitute a waiver or release of the rights of the Town in and to the Streets and Public Ways or any other rights of the Town under this Renewal License, and any such transfer shall, by its terms, be expressly subordinate to the terms and conditions of this Renewal License.

(d) The Licensee shall submit to the Issuing Authority an original and five (5) copies, unless otherwise directed, of the application and FCC Form 394 requesting such transfer or assignment consent.

(e) The consent of the Issuing Authority shall be given only after a public hearing to consider the written application for transfer. Unless otherwise allowed by applicable law(s), the Issuing Authority shall make a decision on said written application within one hundred and twenty (120) days of receipt of said application. After 120 days, the application shall be deemed approved, unless said 120 day period is extended by mutual consent of the parties.

(f) Any proposed controlling or owning Person or transferee approved by the Town shall be subject to all of the terms and conditions contained in this Renewal License.

Section 2.7---**EFFECT OF UNAUTHORIZED TRANSFER ACTION**

(a) Any transfer of the Cable System without complying with Section 2.6 supra shall be null and void, and shall be deemed a material breach of this Renewal License.

(b) If the Issuing Authority denies its consent to any such action and a transfer has nevertheless been effected, the Issuing Authority may revoke and terminate this Renewal License, unless such transfer is otherwise allowable pursuant to applicable law.

(c) The grant or waiver of any one or more of such consents shall not render unnecessary any subsequent consent or consents, nor shall the grant of any such consent constitute a waiver of any other rights of the Town.

ARTICLE 3

SYSTEM DESIGN

Section 3.1---SUBSCRIBER NETWORK

(a) The Licensee shall continue to operate and make available to all residents of the Town its existing 750 MHz Subscriber Network, fed by means of a hybrid fiber-optic/coaxial cable network. Said Cable System shall continue to be fully capable of carrying at least seventy-eight (78) analog NTSC video channels in the downstream direction and four (4) analog NTSC video channels in the upstream direction. Said 750 MHz Cable System is designed for 550 MHz of analog Signal transmissions, with 200 MHz reserved for future digital or analog transmissions, which may be subject to change at the discretion of the Licensee.

(b) The Licensee shall transmit all of its Signals to Wenham Subscribers in stereo, provided that such Signals are furnished to the Licensee in stereo.

Section 3.2---INSTITUTIONAL NETWORK

(a) The Licensee shall continue to operate and maintain for video only, without any charge(s) to the Town, its departments and/or designees for such network, its existing, separate Institutional Network ("I-Net") to be utilized by the Town, its departments and/or designees. Said I-Net will continue to be capable of providing a total of forty (40) channels: twenty (20) in the downstream direction and twenty (20) in the upstream direction. Said I-Net channels shall be bridged to the Subscriber Network at the Headend. I-Net switching shall remain the responsibility of the Licensee.

(b) The Licensee shall continue to maintain and replace in a timely manner all equipment that is part of the I-Net. The Town shall maintain and replace any end-user equipment that it owns and operates.

(c) The I-Net shall connect the Town and School buildings specified in **Exhibit 1** ("I-Net Buildings"), attached hereto and made a part hereof.

(d) The I-Net shall be maintained at all times in the downstream and upstream directions to conform with all applicable FCC standards.

(e) The I-Net shall be interconnected with the Subscriber Network at the Headend. All remote I-Net transmissions shall be sent on an Upstream Channel to the Headend, where such transmissions shall be reprocessed, switched and designated on the appropriate Downstream Channel(s) on the Subscriber Network. The Licensee shall be responsible for the switching of all Upstream Channels to the appropriate Subscriber Network Downstream Channels, and switching of all Subscriber Network Upstream Channels to the appropriate I-Net Downstream Channels. Said switching shall be performed by the Licensee at no cost to the Town.

(f) The Licensee shall have the sole responsibility for maintaining the I-Net for the term of this Renewal License, except for equipment not directly under its control or ownership. The Licensee shall be responsible for all necessary inspections and periodic performance tests of the I-Net. Results of said tests shall be submitted to the Issuing Authority, upon request.

(g) In the event that the Licensee cannot operate and maintain the I-Net any longer, as described in paragraph (a), the Licensee shall advise the Issuing Authority of such fact in writing, detailing the reasons why the I-Net can no longer be operated and maintained. In such event, the Licensee shall then be required to construct and operate a separate hard-wire cable connecting the following four (4) locations, which will allow live cablecasting from each such location:

- (1) Hamilton Town Hall;
- (2) Wenham Town Hall;

- (3) Hamilton-Wenham Regional High School; and
- (4) Wenham Museum.

(h) There shall be no charges to the Town, nor pass-through to Wenham Subscribers, for any I-Net operational, maintenance and/or construction costs pursuant to this Section 3.2.

Section 3.3---**EMERGENCY ALERT SYSTEM**

The Subscriber Network shall comply with the FCC's Emergency Alert System ("EAS") regulations.

Section 3.4---**PARENTAL CONTROL CAPABILITY**

The Licensee shall provide, upon request, Subscribers with the capability to control the reception of any channels being received on their television sets, at a cost, if any, pursuant to applicable law(s).

ARTICLE 4

MAINTENANCE AND OPERATION

Section 4.1---SERVICE AVAILABLE TO ALL RESIDENTS

(a) The Licensee shall make its Cable System Service available to all residents of the Town, subject only to the installation charges herein.

(b) Installation charges shall be non-discriminatory. A standard aerial installation charge shall be established by the Licensee which shall apply to any residence located not more than one hundred fifty feet (150') from the existing aerial Trunk and Distribution System and additions thereto.

Section 4.2---LOCATION OF CABLE TELEVISION SYSTEM

The Licensee shall operate and maintain the Cable Television System within the Town of Wenham. Poles, towers and other obstructions shall be erected so as not to interfere with vehicular or pedestrian traffic over Public Ways. The erection and location of all poles, towers and other obstructions shall be in accordance with all applicable state and local laws and regulations.

Section 4.3---UNDERGROUND FACILITIES

(a) In the areas of the Town having telephone lines and electric utility lines underground, whether required by law or not, all of the Licensee's lines, cables and wires shall be underground. At such time as these facilities are placed underground by the telephone and electric utility companies at their sole cost and expense or are required to be placed underground by the Town at the sole cost and expense of such telephone and electric utility companies, the Licensee shall likewise place its facilities underground at its sole cost and expense.

(b) Underground cable lines shall be placed beneath the pavement subgrade in compliance with applicable Town by-laws, rules, regulations and/or standards. It is the policy of the Town that existing poles for electric and communication purposes be utilized wherever possible and that underground installation is preferable to the placement of additional poles.

Section 4.4---TREE TRIMMING

In installing, operating and maintaining equipment, cable and wires, the Licensee shall avoid all unnecessary damage and injury to trees, structures, and improvements in and along Public Ways. The Licensee shall be subject to M.G.L. Chapter 87 and shall comply with all rules established by the Issuing Authority and/or its designee(s) during the term of this Renewal License. All tree and/or root trimming and/or pruning provided for herein shall be done pursuant to appropriate regulations of the Town's DPW.

Section 4.5---RESTORATION TO PRIOR CONDITION

Whenever the Licensee takes up or disturbs any pavement, sidewalk or other improvement of any Public Way, the same shall be replaced and the surface restored in as good condition as before entry as soon as practicable. If the Licensee fails to make such restoration within a reasonable time, the Issuing Authority may fix a reasonable time for such restoration and repairs and shall notify the Licensee in writing of the restoration and

repairs required and the time fixed for performance thereof. Upon failure of the Licensee to comply within the specified time period, the Issuing Authority may cause proper restoration and repairs to be made and the reasonable expense of such work shall be paid by the Licensee upon demand by the Issuing Authority.

Section 4.6---**TEMPORARY RELOCATION**

The Licensee shall temporarily raise or lower its wires or other equipment upon the reasonable request of any Person holding a building moving permit issued by the Town. The expense of such raising or lowering shall be paid by the Licensee, unless otherwise required or permitted by applicable law. The Licensee shall be given reasonable notice necessary to maintain continuity of service.

Section 4.7---**DISCONNECTION AND RELOCATION**

The Licensee shall, without charge to the Town, protect, support, temporarily disconnect, relocate in the same Street or other Public Way, or remove from any Street or any other Public Ways, any of its property as required by the Issuing Authority and/or its designee(s) by reason of traffic conditions, public safety, street construction, change or establishment of street grade, or the construction of any public improvement or structure by any Town department acting in a governmental capacity.

Section 4.8---**SAFETY STANDARDS**

The Licensee shall operate, maintain and remove the Cable System in conformance with Occupational Safety and Health Administration regulations, the Massachusetts Electrical Code, the National Electrical Code, the NCTA Safety Manual, the National Electrical Safety Code, the National Television Standards Code, the Bell Telephone Systems Code of Pole Line Construction (when applicable), the rules and regulations of the Cable Division, the FCC, all State, local laws, and all land use restrictions as the same exist or may be amended hereafter. Enforcement of such codes shall be by the appropriate regulatory authority.

Section 4.9---**PEDESTALS**

In any cases in which pedestals housing active and passive devices are to be utilized, in Town Public Ways or within the Town public lay-out, such equipment must be installed in accordance with applicable DPW regulations; provided, however, that the Licensee may place such devices (amplifiers, line extenders, power supplies, etc.) in a low-profile, non-obtrusive electronic control box at Town approved locations to be determined when the Licensee applies for a permit. All such equipment shall be shown on the construction maps submitted to the Town in accordance with Section 4.12 infra.

Section 4.10---**PRIVATE PROPERTY**

The Licensee shall be subject to all laws, by-laws and/or regulations regarding private property in the course of constructing, installing, operating and maintaining the Cable Television System in the Town. The Licensee shall promptly repair or replace all private property, real and personal, damaged or destroyed as a result of the construction, installation, operation or maintenance of the Cable System at its sole cost and expense.

Section 4.11---**RIGHT TO INSPECTION OF CONSTRUCTION**

The Issuing Authority and/or its designee(s) shall have the right to inspect all construction and installation work performed subject to the provisions of this Renewal License in order to ensure compliance with the terms and conditions of this Renewal License and all other applicable law. Any such inspection shall not interfere with the Licensee's operations, except in emergency situations.

Section 4.12---**CONSTRUCTION MAPS**

Upon request, the Licensee shall file with the Issuing Authority strand maps of all final constructed Cable System plant in a format identified by the Issuing Authority and/or its designee(s). If changes are made in the Cable System, the Licensee shall file updated maps annually, not later than fourteen (14) days after each anniversary of the Effective Date of this Renewal License.

Section 4.13---**COMMERCIAL ESTABLISHMENTS**

The Licensee shall make Cable Service(s) available to any commercial establishments in the Town, upon the parties reaching a reasonable agreement regarding the terms and costs of initial installation and Service.

Section 4.14---**"DIG SAFE"**

The Licensee shall comply with all applicable "dig-safe" provisions, pursuant to Massachusetts General Laws Chapter 82, Section 40.

ARTICLE 5

SERVICES AND PROGRAMMING

Section 5.1---**BASIC SERVICE**

The Licensee shall provide a Basic Service which shall include all Signals which are required to be carried by a cable television system serving the Town pursuant to statute or regulation.

Section 5.2---**PROGRAMMING**

(a) Pursuant to Section 624 of the Cable Act, the Licensee shall maintain the mix, quality and broad categories of programming set forth in **Exhibit 2**, attached hereto and made a part hereof. Pursuant to federal law, all programming decisions, including the programming listed in **Exhibit 2**, attached hereto, are at the sole discretion of the Licensee.

(b) The Licensee shall provide the Issuing Authority and all Subscribers with notice of its intent to substantially change the Wenham programming line-up at least thirty (30) days before any such change is to take place.

Section 5.3---**LEASED CHANNELS FOR COMMERCIAL USE**

Pursuant to Section 612 (b)(1)(B) of the Cable Act, the Licensee shall make available channel capacity for commercial use by Persons unaffiliated with the Licensee.

Section 5.4---**VCR/CABLE COMPATIBILITY**

(a) In order that Subscribers to the Cable Television System have the capability to simultaneously view and tape any channel and set their "time shifter" to record multiple channels remotely, the Licensee shall provide to any Subscriber, upon request, an A/B switch, which will allow VCR owners to tape and view any channel capable of being tuned by such owner's television set and/or VCR, except two scrambled Signals. Said A/B switch shall be available to all Subscribers, at a cost in compliance with applicable law

(b) Attached hereto, as **Exhibit 3**, are the different options available to VCR owners for installing VCRs to be compatible with the Cable System. The Licensee shall make these options available to all Subscribers in writing with the applicable charges, if any, at the time of initial installation or upon request.

(c) Subject to applicable law(s), the Licensee shall not Scramble or otherwise encode, in any manner or form, for the entire term of this Renewal License, (1) any off-the-air Signals and/or (2) any of the PEG Access Channels. For purposes of this Section 5.5(c), "off-the-air Signals" shall mean any local broadcast television Signals received at the Licensee's Headend without the aid of any intervening relay device or receiving dishes. For purposes of this section, the word "local" shall have the meaning as defined by applicable law and/or regulation.

(d) The Licensee reserves its rights to Scramble or otherwise encode any cable channel(s), in the Licensee's judgment, to protect the Licensee from unauthorized reception of its Signals.

(e) The Licensee shall give notice in writing of its policies and practices regarding equipment to potential Subscribers before a subscription agreement is reached and annually to all existing Subscribers. Thirty (30) days prior to changing one of its policies and/or practices regarding equipment, the Licensee shall notify, in writing, the Cable Division, the Issuing Authority and all affected Subscribers of the change, including a description of the changed policy and/or practice, in a typeface that can be easily read and understood by Subscribers.

Section 5.5---**CONTINUITY OF SERVICE**

It shall be the right of all Subscribers to receive Service insofar as their financial and other obligations to the Licensee are honored. The Licensee shall ensure that all Subscribers receive continuous, uninterrupted Service, except for necessary Service interruptions. When necessary, non-routine Service interruptions can be anticipated, the Licensee shall notify Subscribers of such interruption(s) in advance.

Section 5.6---**FREE DROPS, OUTLETS AND MONTHLY SERVICE TO PUBLIC BUILDINGS AND SCHOOLS**

(a) The Licensee shall continue to provide, install and maintain one (1) free Subscriber Cable Drop and Outlet and monthly Service, except for any Pay Cable and/or Pay-Per-View Programming, to all police and fire stations, public schools, public libraries and other public buildings along the Cable System plant route included in **Exhibit 4**, attached hereto and made a part hereof, and any other public buildings and schools along the Cable System plant route as designated by the Issuing Authority. The Licensee shall coordinate the location of each Drop with each of the aforementioned institutions newly receiving Service. There shall be no costs to the Town or any designated institution for the installation and provision of monthly Service and related maintenance.

(b) The Licensee shall supply one (1) Converter for each Outlet, without charge to the Town, if required for the reception of monthly Service. The Licensee shall maintain such Outlets and Converters for normal wear and tear, at its sole cost and expense; provided, however, that the Town shall be responsible for repairs and/or replacement necessitated by any acts of vandalism or theft.

(c) The Licensee shall discuss the location of each Drop and/or Outlet with the proper officials in each of the buildings, schools and/or institutions entitled to such a Drop or Outlet, prior to any such installation. The Licensee shall install such Drops and/or Outlets within sixty (60) days of any such requests from the Issuing Authority.

Section 5.7---**CHANGES IN CABLE TELEVISION TECHNOLOGY**

(a) At the performance evaluation hearing(s) and upon request of the Issuing Authority, pursuant to Section 10.2 *infra*, the Licensee shall review with the Issuing Authority changes in relevant cable television technology (as defined below) that might benefit Wenham Subscribers. For purposes of this section, "relevant cable television technology" shall be defined as those technologies that the Licensee and the Issuing Authority shall, in good faith, agree to be included in said annual hearing. Such technologies shall include, but not be limited to, Subscriber Converters optimally compatible with VCRs and cable-ready television sets, high-definition television, digital compression, remote control devices and new Scrambling/descrambling processes.

(b) Notwithstanding the annual requirements of paragraph (a) above, upon request, the Licensee shall keep the Issuing Authority up-to-date on those technological developments that will have an impact on Wenham Subscribers including, but not limited to, new Subscriber equipment for the home.

Section 5.8---**FCC SOCIAL CONTRACT**

(a) The Licensee shall provide, upon request, free Internet service(s) to the Wenham Public Schools, pursuant to the terms and conditions of the FCC Social Contract.

(b) The Licensee shall give the Issuing Authority reasonable written notice of the expiration of the FCC Social Contract. Included with said notice shall be a written statement(s) by the Licensee explaining how, or if, it intends to continue providing any Internet access services provided to the Town, its departments and agencies, and/or the Wenham School Department.

ARTICLE 6

PUBLIC, EDUCATIONAL AND GOVERNMENTAL ACCESS FACILITIES AND SUPPORT

Section 6.1---PEG ACCESS PROGRAMMING

The Licensee shall continue to be responsible for providing public, educational and governmental ("PEG") Access Programming, facilities and equipment to the residents of the Town, pursuant to the provisions of this Article 6. To this end, the Licensee shall:

- (1) Continue to operate and maintain its current PEG Access/LO studio in accordance with Section 6.2 infra ;
- (2) Continue to provide support for PEG Access Programming in accordance with Section 6.3 infra ;
- (3) Schedule, operate and program the PEG Access Channels provided in accordance with Section 6.4 infra ;
- (4) Purchase, install, operate, maintain and repair equipment, with the funds allocated for such purposes in Section 6.5 infra ;
- (5) Work with, and seek input from, the Cable Advisory Committee regarding the operation and management of PEG Access Programming, in accordance with Section 6.6 infra ;
- (6) Continue to conduct training programs in the skills to produce PEG Access Programming and provide technical guidance to PEG Access Users ;
- (7) Establish rules, procedures and guidelines for use of the PEG Access Channels, in conjunction with the Cable Advisory Committee ;
- (8) Provide outreach, and other access-related services to PEG Access Users, pursuant to **Exhibit 5**; and
- (9) Continue to provide guidance to Users in the production of Video Programming of interest to Subscribers and focusing on Town issues, events and activities.

Section 6.2---OPERATION OF PEG ACCESS STUDIO

(a) The Licensee shall continue to operate and maintain its current PEG Access/LO studio, located on 12 Tozer Road in Beverly, for the entire five (5) year term of this Renewal License. The Licensee shall under no circumstances relocate said facility without the advance, written permission of the Issuing Authority, which approval shall not be unreasonably withheld.

(b) Said LO/PEG Access facility shall continue to have a studio and control room facilities for the shared use of Hamilton, Wenham and Beverly residents, and a dedicated office for the exclusive use of the Hamilton/Wenham PEG Access Coordinator.

(c) The Licensee shall continue to operate its LO/PEG Access studio with a minimum annual budget of forty-six thousand dollars (\$46,000.00) relating to Hamilton/Wenham programming and staffing as required by Section 6.3 infra, only.

(d) The Licensee's mobile production van shall continue to be made available for programming in and for the Town.

(e) The Licensee shall continue to make available to residents of the Town portable equipment for videotape recording outside of the LO/PEG Access studio.

(f) The Licensee and the Issuing Authority and/or its designees shall work together in good faith in order to agree on studio hours that maximize the availability of said LO/PEG access facility to Wenham PEG Access producers and other Users.

(g) In the event that the Issuing Authority determines that it is in the best interests of Subscribers that the Government Access Programming described in Section 6.3(f) infra be produced in and by the Town itself, then the Issuing Authority shall so notify the Licensee in writing, requesting that a portion of the annual funding referenced in Section 6.2(c) supra be paid directly to the Town, on a proportionate basis to the costs to produce such Government Access Programming described in Section 6.3(f), for such purposes. Upon receipt of such letter, the Licensee shall respond, in writing, explaining how and when such funding will be provided to the Town and how the associated, proportionate number of hours of its weekly PEG Access support will be reduced as a result of said reallocation of the annual funding referenced in Section 6.2(c) supra. Notwithstanding this requirement, the Licensee shall continue to operate, and make available to Wenham residents, its LO/PEG Access studio in Beverly.

(h) In accordance with the FRC Settlement, there shall be no charges to the Town of Wenham and/or the Wenham School Department for the provision of said PEG Access annual funding, and/or any costs related to the continued operation of the LO/PEG Access studio, the mobile production van and/or the portable equipment, nor shall the Licensee in any way externalize, line-item and/or otherwise pass-through the costs of such PEG Access annual funding and/or any of said related costs to Wenham Subscribers.

Section 6.3---**PEG ACCESS PERSONNEL SUPPORT**

(a) The Licensee shall continue to provide personnel support for a minimum of twenty (20) hours per week for, and in support of, Hamilton/Wenham only PEG Access Programming during the entire term of this Renewal License, subject to Section 6.2 supra. Said staff support shall be referred to as the PEG Access Coordinator. The PEG Access Coordinator shall facilitate the production of Hamilton/ Wenham PEG Access Programming only, and shall operate out of the LO/PEG Access studio in Beverly.

(b) The PEG Access Coordinator shall work cooperatively with Town personnel in order to facilitate PEG Access Programming.

(c) The Licensee and the Issuing Authority and/or its designee(s) shall work with each other in good faith to ensure that the schedule of said PEG Access Coordinator meets the needs of Wenham Subscribers, PEG Access producers and other Users.

(d) On an annual basis, as scheduled by the Issuing Authority, the Issuing Authority and/or its designee(s) shall meet with the Licensee to discuss, among other things, (1) PEG Access Programming in the Town; (2) how the PEG Access Coordinator is spending his or her time in furtherance of PEG Access Programming in the Town; and (3) suggested changes to said PEG Access Coordinator's schedule in order to improve PEG Access Programming in the Town.

(e) The specific duties and responsibilities of said PEG Access Coordinator have been agreed-upon by the Issuing Authority and the Licensee, and are attached hereto as **Exhibit 5** and made a part hereof.

(f) At a minimum, it shall be the responsibility of the PEG Access Coordinator to ensure that (1) all regularly scheduled meetings of the Board of Selectmen; (2) all regularly

scheduled meetings of the Hamilton/Wenham Regional School Committee; and (3) every Town Meeting(s) are cablecast in a responsible and professional manner. In the event that volunteers cannot be located to cover said meetings, it shall be the responsibility of the PEG Access Coordinator himself or herself to cover said meetings, subject to the twenty (20) hour per week provision in Section 6.3(a).

(g) Coverage of said meetings referenced in paragraph (e) above shall meet the ascertainable standards that have been agreed upon by the Issuing Authority and the Licensee, and attached hereto as **Exhibit 6**, and made a part hereof. Should the Issuing Authority determine that coverage of said meetings fails to comply with the standards in **Exhibit 6**, the Issuing Authority shall notify the Licensee, in writing, of such determination. The Licensee shall respond to the Issuing Authority, in writing, explaining the problem. The Licensee shall resolve any such problems in an agreed-upon time period. In the event that the Licensee cannot and/or does not correct the problems cited by the Issuing Authority, the Issuing Authority shall have the right to respond to the Licensee pursuant to Section 11 infra.

(h) The PEG Access Coordinator shall continue to offer training programs to residents of the Town in the technical and conceptual skills of PEG Access Programming production, without charge(s).

(i) The PEG Access Coordinator shall continue to work with the Hamilton/Wenham Regional School System to provide ongoing internship programs to students.

(j) In accordance with the FRC Settlement, there shall be no charges to the Town of Wenham and/or the Wenham School Department for the provision of said PEG Access personnel, nor shall the Licensee in any way externalize, line-item and/or otherwise pass-through the costs of such PEG Access personnel to Wenham Subscribers.

Section 6.4---**PEG ACCESS/LO CHANNELS**

(a) Upon the Effective Date, the Licensee shall make available two (2) Downstream Channels for Hamilton/Wenham PEG Access use, and one (1) channel for the Licensee's LO use.

(b) Said PEG Access Channels shall be used to transmit PEG Access Programming to Subscribers at no cost to the Town, Subscribers and/or PEG Access Users.

(c) The Licensee shall have the right to program one (1) of said PEG Access Channels only, in the event that said channel is not being programmed, pursuant to Section 611 of the Cable Act. Pursuant to said Section 611, the Licensee shall cease using said PEG Access Channel at such time that the Issuing Authority advises the Licensee that it intends to start programming said channel.

(d) The Licensee shall not move or otherwise relocate the channel locations of the PEG Access Channel(s), once established, without the advance, written notice to the Issuing Authority.

(e) Said PEG Access Channel(s) shall be maintained, made available and operated by the Licensee at no charge to Users. Operating rules for such channels shall be formulated, and periodically revised, when necessary, in cooperation with the Advisory Committee, pursuant to Section 6.6 infra.

(f) The Licensee shall ensure that the PEG Access Channel(s) are maintained at standards commensurate with those which apply to the Cable System's commercial channels.

(g) There shall be no charges to the Town of Wenham for the provision of said PEG Access Downstream and Upstream Channels, nor shall the Licensee in any way externalize, line-item and/or otherwise pass-through the costs of such PEG Access Channel(s) to Wenham Subscribers.

Section 6.5---**PEG ACCESS EQUIPMENT**

(a) The Licensee shall purchase, install and maintain equipment in the Towns of Hamilton and Wenham in the amount of Eighteen Thousand Seven Hundred Fifty Dollars (\$18,750.00). The exact equipment shall not be purchased and installed until the Issuing Authority requests such equipment, in writing. The Issuing Authority shall specify to the Licensee the exact location to install said equipment in the Town.

(b) The Licensee shall purchase, own, maintain and repair the PEG Access equipment specified in paragraph (a) above, at its sole cost and expense. At the end of this Renewal License term, all of said equipment shall be deeded to the Town for One Dollar (\$1.00), unless specified otherwise by the Issuing Authority.

(c) Pursuant to the FRC Settlement, there shall be no charges to the Town and/or PEG Access Users for the purchase and/or use of said PEG Access equipment, nor shall the Licensee in any way externalize, line-item and/or pass-through any such costs to Subscribers in the Town.

Section 6.6---**PEG ACCESS PROGRAMMING MANAGEMENT**

Subject to **Exhibit 5** herein, the Licensee shall have the continuing responsibility of providing PEG Access Programming to Wenham Subscribers throughout the term of this Renewal License. PEG Access Programming shall be a cooperative effort among the Licensee, the Issuing Authority, the Cable Advisory Committee and the Hamilton/Wenham Regional School System.

Section 6.7---**CENSORSHIP**

Neither the Issuing Authority, the Town or the Licensee shall engage in any program censorship or any other control of the content of the PEG Access Programming on the Cable System, except as otherwise required or permitted by applicable law.

Section 6.8---**ACCESS CABLECASTING**

(a) In order that PEG Access Programming can be cablecast over the PEG Access Downstream Channels, all PEG Access Programming shall be modulated, then transmitted from any location, identified in **Exhibit 1**, to the Headend or Hub, on one of the Upstream Channel(s) made available, without charge, to the Town for its use. At the Headend, said Access Programming shall be retransmitted in the downstream direction on one of the PEG Access Downstream Channel(s).

(b) It shall be the Licensee's sole responsibility to ensure that said PEG Access Programming is properly switched, either manually or electronically, to the appropriate PEG Access Downstream Channel, in an efficient and timely manner. The Licensee shall not charge the Town for such switching responsibility. The Licensee and the Issuing Authority shall negotiate in good faith any difficulties that arise regarding cablecasting of PEG Access Programming.

(c) The Licensee shall provide and maintain all necessary switching and/or processing equipment in order to switch Upstream Signals from the Town to the designated Downstream Access Channel.

ARTICLE 7

LICENSE FEES

Section 7.1---LICENSE FEE ENTITLEMENT

(a) Pursuant to Massachusetts General Laws Chapter 166A, Section 9, the Licensee shall pay to the Town, throughout the term of this Renewal License, a License Fee equal to fifty cents (\$.50) per Subscriber per year, or such higher amount as may in the future be allowed pursuant to State and/or federal law. The number of Subscribers, for purposes of this section, shall be calculated on the last day of each year of the term of this Renewal License.

(b) In the event that the Town can collect a License Fee in the future expressed as a percentage, the Licensee shall (i) immediately commence paying such a percentage License Fee to the Town in accordance with applicable law and based on Gross Annual Revenues as defined in this Renewal License and (ii) file with the Issuing Authority, with each such percentage License Fee payment, a statement certified by the Licensee's chief financial officer documenting, in reasonable detail pursuant to Section 13.3(b) infra, the total of all Gross Annual Revenues derived during the previous year. Unless specified otherwise by applicable law, the Licensee shall make such Gross Annual Revenue percentage payments to the Town annually, on or before each anniversary of the Effective Date of this Renewal License.

(c) The Licensee shall not be liable for a total License Fee pursuant to this Renewal License and applicable law in excess of five percent (5%) of its Gross Annual Revenues; provided, however, that said five percent (5%) shall include the PEG Access annual operating funding (Section 6.2), but shall not include the following: (i) any interest due herein to the Town because of late payments; and/or (ii) any liquidated damages herein (Section 11.2).

Section 7.2---PAYMENT

Pursuant to M.G.L. Chapter 166A, Section 9, the License Fees shall be paid annually to the Town throughout the term of this Renewal License, not later than March 15th of each year, unless provided for otherwise under applicable law.

Section 7.3---OTHER PAYMENT OBLIGATIONS AND EXCLUSIONS

(a) The License Fee payments shall be in addition to and shall not constitute an offset or credit against any and all taxes or other fees or charges of general applicability which the Licensee or any Affiliated Person shall be required to pay to the Town, or to any State or federal agency or authority, as required herein or by law; the payment of said taxes, fees or charges shall not constitute a credit or offset against the License Fee payments all of which shall be separate and distinct obligations of the Licensee and each Affiliated Person. The Licensee herein agrees that no such taxes, fees or charges shall be used as offsets or credits against the License Fee payments.

(b) In accordance with Section 622(h) of the Cable Act, nothing in the Cable Act or this Renewal License shall be construed to limit any authority of the Issuing Authority to impose a tax, fee or other assessment of any kind on any Person (other than the Licensee) with respect to Cable Service provided by such Person over the Cable System for which charges are assessed to Subscribers but not received by the Licensee. For any twelve (12) month period, the fees paid by such Person with respect to any such Cable Service or any other communications Service shall not exceed five percent (5%) of such Person's gross revenues

derived in such period from the provision of such service over the System.

Section 7.4---**LATE PAYMENT**

In the event that the License Fees herein required are not tendered on or before the dates fixed in Section 7.1 supra, interest due on such fee shall accrue from the date due at the rate of two percent (2%) above the annual Prime Rate. Any payments to the Town pursuant to this Section 7.4 shall not be deemed to be part of the License Fees to be paid to the Town pursuant to Section 7.1 hereof and shall be within the exclusion to the term "franchise fee" for requirements incidental to enforcing the Renewal License pursuant to Section 622(g)(2)(D) of the Cable Act.

Section 7.5---**RECOMPUTATION**

(a) In the event that the Issuing Authority receives a License Fee pursuant to Section 7.1(b) supra, tender or acceptance of any payment shall not be construed as an accord that the amount paid is correct, nor shall such acceptance of payment be construed as a release of any claim that the Town may have for additional sums including interest payable under this Section 7.6. All amounts paid shall be subject to audit and recomputation by the Town, which shall be based on the Licensee's fiscal year and shall occur in no event later than one (1) year after the License Fees are tendered with respect to such fiscal year.

(b) If the Issuing Authority has reason to believe that any such payment(s) are incorrect, the Licensee shall have ten (10) days to provide the Town with additional information documenting and verifying the accuracy of any such payment(s). In the event that the Issuing Authority does not believe that such documentation supports the accuracy of such payment(s), the Issuing Authority shall conduct an audit of such payment(s). If, after such audit and recomputation, an additional fee is owed to the Town, such fee shall be paid within thirty (30) days after such audit and recomputation, and the Licensee shall contribute to the costs of such audit up to the amount determined by such audit to be due and payable. The interest on such additional fee shall be charged from the due date at the rate of two percent (2%) above the Prime Rate during the period that such additional amount is owed. If, after such audit and recomputation, the Licensee has overpaid, such overpayment shall be credited against the next License Fee payment to the Town, without interest charges of any kind.

Section 7.6---**AFFILIATES USE OF SYSTEM**

The Licensee shall not permit the use or operation of the Cable System by Affiliates on terms which result in a diversion of revenues from operation of the Cable System to the detriment of the Town under this Renewal License. If requested by the Issuing Authority, the Licensee shall be required to demonstrate that use or operation of the Cable System by an Affiliate is fair and competitive compared to such use by other third-parties. Should the Issuing Authority subsequently determine otherwise, the Licensee shall enter into good faith negotiations to resolve any dispute(s) regarding gross revenue discrepancies on account of such a relationship.

Section 7.7---**METHOD OF PAYMENT**

All License Fee payments by the Licensee to the Town pursuant to this Renewal License shall be made payable to the Town and deposited with the Town Treasurer.

ARTICLE 8
RATES AND CHARGES

Section 8.1---RATE REGULATION

The Town reserves the right to regulate the Licensee's rates and charges to the extent allowable under State and federal laws.

Section 8.2---NOTIFICATION OF RATES AND CHARGES

(a) In accordance with applicable laws and regulations, the Licensee shall file with the Issuing Authority schedules which shall describe all services offered by the Licensee, all rates and charges of any kind, and all terms or conditions relating thereto.

(b) At the time of initial solicitation or installation of Service, the Licensee shall also provide each Subscriber with a detailed explanation of downgrade and upgrade policies and the manner in which Subscribers may terminate cable service. Subscribers shall have at least thirty (30) days prior to the effective date of any rate increase to either downgrade service or terminate service altogether without any charge. Change of service policies shall be in compliance with 207 CMR 10.00 et seq., attached hereto as ***Exhibit 7***.

Section 8.3---PUBLICATION AND NON-DISCRIMINATION

All rates for Subscriber services shall be published and non-discriminatory. A written schedule of all rates shall be available upon request during business hours at the Licensee's business office. Nothing in this Renewal License shall be construed to prohibit the reduction or waiver of charges in conjunction with promotional campaigns for the purpose of attracting or maintaining subscribers.

Section 8.4---CREDIT FOR SERVICE INTERRUPTION

In the event that Service to any Subscriber is interrupted for twenty-four (24) or more consecutive hours, the Licensee shall grant such Subscriber a pro rata credit or rebate.

ARTICLE 9

INSURANCE AND BONDS

Section 9.1---**INSURANCE**

(a) The Licensee shall carry insurance throughout the term of this Renewal License and any removal period, pursuant to M.G.L. Chapter 166A, §5(f), with the Town as an additional insured with an insurance company satisfactory to the Issuing Authority, indemnifying the Town and the Licensee from and against all claims for injury or damage to Persons or property, both real and personal, caused by the construction, installation, operation, maintenance and/or removal of the Cable Television System. The amount of such insurance against liability for damage to property shall be no less than One Million Dollars (\$1,000,000.00) as to any one occurrence. The amount of such insurance for liability for injury or death to any Person shall be no less than One Million Dollars (\$1,000,000.00). The amount of such insurance for excess liability shall be Five Million Dollars (\$5,000,000.00) in umbrella form.

(b) The Licensee shall carry insurance against all claims arising out of the operation of motor vehicles and general tort or contract liability in the amount of One Million Dollars (\$1,000,000.00).

(c) All insurance coverage, including Workers' Compensation, shall be maintained throughout the entire term of this Renewal License. All expenses incurred for said insurance shall be at the sole cost and expense of the Licensee.

(d) The following conditions shall apply to the insurance policies required herein:

(i) Such insurance shall commence no later than the Effective Date of this Renewal License.

(ii) Such insurance shall be primary with respect to any insurance maintained by the Town and shall not call on the Town's insurance for contributions.

(iii) Such insurance shall be obtained from brokers or carriers authorized to transact insurance business in the State.

(e) This Renewal License may, after hearing, be revoked for the Licensee's failure to obtain or maintain the required insurance under this Renewal License.

Section 9.2---**PERFORMANCE BOND**

(a) The Licensee shall maintain, without charge to the Town, throughout the term of the Renewal License a faithful performance bond running to the Town, with good and sufficient surety licensed to do business in the State in the sum of One Hundred Thousand Dollars (\$100,000.00). Said bond shall be conditioned upon the faithful performance and discharge of all of the obligations imposed by this Renewal License.

(b) The performance bond shall be effective throughout the term of this Renewal License, including the time for removal of all of the facilities provided for herein, and shall be conditioned that in the event that the Licensee shall fail to comply with any one or more provisions of this Renewal License, or to comply with any order, permit or direction of any department, agency, commission, board, division or office of the Town having jurisdiction over its acts, or to pay any claims, liens or taxes due the Town which arise by reason of the construction, upgrade, maintenance, operation and/or removal of the Cable System, the Town shall recover from the surety of such bond all damages suffered by the Town as a result thereof, pursuant to Sections 11.1 and 11.2 infra.

(c) Said bond shall be a continuing obligation of this Renewal License, and thereafter until the Licensee has satisfied all of its obligations to the Town that may have arisen from the grant of the Renewal License or from the exercise of any privilege herein granted. In the event that the Town recovers from said surety, the Licensee shall take immediate steps to reinstate the performance bond to the \$100,00.00 required herein. Neither this section, any bond accepted pursuant thereto, or any damages recovered thereunder shall limit the liability of the Licensee under the Renewal License.

Section 9.3---**REPORTING**

On an annual basis, the Licensee shall submit to the Issuing Authority, or its designee, copies of all current certificates regarding all insurance policies and the performance bond required herein.

Section 9.4---**INDEMNIFICATION**

The Licensee shall, at its sole cost and expense, indemnify and hold harmless the Issuing Authority, the Town, its officials, boards, commissions, committees, agents and/or employees against all claims for damage due to the actions of the Licensee, its employees, officers or agents arising out of the construction, installation, maintenance, operation and/or removal of the Cable Television System under the Renewal License, including without limitation, damage to Persons or property, both real and personal, caused by the construction, installation, operation, maintenance and/or removal of any structure, equipment, wire or cable installed. Indemnified expenses shall include, without limitation, all out-of-pocket expenses, such as attorneys' fees, including the reasonable value of any services rendered by the Town Counsel. In the event that the Town employs outside counsel for the purposes set forth herein, the Licensee shall pay the costs of such outside counsel for such services.

Section 9.5---**NOTICE OF CANCELLATION OR REDUCTION OF COVERAGE**

The insurance policies, the performance bond and the letter of credit required herein shall each contain an explicit endorsement stating that such insurance policies and performance bond are intended to cover the liability assumed by the Licensee under the terms of the Renewal License and shall contain the following endorsement:

It is hereby understood and agreed that this policy (or performance bond) shall not be cancelled, materially changed or the amount of coverage thereof reduced until thirty (30) days after receipt by the Issuing Authority by certified mail of one (1) copy of a written notice of such intent to cancel, materially change or reduce the coverage required herein.

ARTICLE 10

ADMINISTRATION AND REGULATION

Section 10.1---REGULATORY AUTHORITY

(a) The Issuing Authority and/or its designee(s) shall be responsible for the day to day regulation of the Cable Television System. The Issuing Authority and/or its designee(s) shall monitor and enforce the Licensee's compliance with the terms and conditions of this Renewal License. The Issuing Authority shall notify the Licensee in writing of any instance of non-compliance pursuant to Section 11.1 infra.

(b) The Licensee shall meet with the Advisory Committee, as scheduled by the Advisory Committee, to review the Licensee's operations in the Town. Either party may request a meeting at any other time as well.

Section 10.2---PERFORMANCE EVALUATION HEARINGS

(a) The Issuing Authority may hold a performance evaluation hearing every year. All such evaluation hearings shall be open to the public. The purpose of said evaluation hearing shall be to, among other things, (i) review the Licensee's compliance to the terms and conditions of this Renewal License, with emphasis on PEG Access Channels, facilities and support; customer service and complaint response; Programming; (ii) review current technological developments in the cable television field, pursuant to Section 5.7 supra; and (iii) hear comments, suggestions and/or complaints from the public. The Issuing Authority shall provide the Licensee with advance, written notice regarding compliance matters.

(b) The Issuing Authority shall have the right to question the Licensee on any aspect of this Renewal License including, but not limited to, the operation, maintenance and/or removal of the Cable Television System. During review and evaluation by the Issuing Authority, the Licensee shall fully cooperate with the Issuing Authority and/or his or her designee(s), and produce such documents or other materials as are reasonably requested from the Town. Any Subscriber or other Person may submit comments during such review hearing, either orally or in writing, and such comments shall be duly considered by the Issuing Authority.

(c) Within sixty (60) days after the conclusion of such review hearing(s), the Issuing Authority shall issue a written report with respect to the adequacy of Cable System performance and quality of Service, and send one (1) copy to the Licensee and file one (1) copy with the Town Clerk's Office. If inadequacies are found which result in a violation of any of the provisions of this Renewal License, the Licensee shall respond and propose a plan for implementing any changes or improvements necessary, pursuant to Section 11.1 infra.

Section 10.3---NONDISCRIMINATION

The Licensee shall not discriminate against any Person in its solicitation or Service on the basis of race, color, creed, religion, ancestry, national origin, geographical location within the Town, sex, affectional preference, disability, age, marital status, or status with regard to public assistance. The Licensee shall be subject to all other requirements of federal and State laws or regulations, relating to nondiscrimination through the term of the Renewal License.

Section 10.4---EMERGENCY REMOVAL OF PLANT

If, at any time, in case of fire or disaster in the Town, it shall become necessary in the reasonable judgment of the Issuing Authority or any designee(s), to cut or move any of the wires, cables, amplifiers, appliances or appurtenances of the Cable Television System, the Town shall have the right to do so at the sole cost and expense of the Licensee. In such event, the Licensee shall reimburse the Issuing Authority the cost and expense of such removal within thirty (30) days of submission of a bill thereof.

Section 10.5---**REMOVAL AND RELOCATION**

The Issuing Authority shall have the power at any time to order and require the Licensee to remove or relocate any pole, wire, cable or other structure owned by the Licensee that is dangerous to life or property. In the event that the Licensee, after notice, fails or refuses to act within a reasonable time, the Issuing Authority shall have the power to remove or relocate the same at the sole cost and expense of the Licensee. In such event, the Licensee shall reimburse the Issuing Authority the cost and expense of such removal within thirty (30) days of submission of a bill thereof.

Section 10.6---**INSPECTION**

The Issuing Authority and/or his or her designee(s) shall have the right to inspect the plant, equipment or other property of the Licensee in the Town at reasonable times and under reasonable circumstances. The Licensee shall fully cooperate in such inspections; provided, however, that such inspections are reasonable and do not interfere with the operation or the performance of the facilities of the Cable System, and that such inspections are conducted after reasonable notice to the Licensee. The Licensee shall be entitled to have a representative present during such inspections.

Section 10.7---**JURISDICTION**

Jurisdiction and venue over any dispute, action or suit arising directly from this Renewal License shall be in any court of appropriate venue and subject matter jurisdiction located in the State of Massachusetts and the parties by this instrument subject themselves to the personal jurisdiction of said court for the entry of any such judgment and for the resolution of any dispute, action, or suit.

ARTICLE 11

DETERMINATION OF BREACH **LIQUIDATED DAMAGES-LICENSE REVOCATION**

Section 11.1---DETERMINATION OF BREACH

In the event that the Issuing Authority has reason to believe that the Licensee has defaulted in the performance of any or several provisions of this Renewal License, except as excused by Force Majeure, the Issuing Authority shall notify the Licensee in writing, by certified mail, of the provision or provisions which the Issuing Authority believes may have been in default and the details relating thereto. The Licensee shall have twenty-one (21) days from the receipt of such notice to:

(a) respond to the Issuing Authority in writing, contesting the Issuing Authority's assertion of default and providing such information or documentation as may be necessary to support the Licensee's position; or

(b) cure any such default (and provide written evidence of the same), or, in the event that by nature of the default, such default cannot be cured within such twenty-one (21) day period, to take reasonable steps to cure said default and diligently continue such efforts until said default is cured. The Licensee shall report to the Issuing Authority, in writing, by certified mail, at twenty-one (21) day intervals as to the Licensee's efforts, indicating the steps taken by the Licensee to cure said default and reporting the Licensee's progress until such default is cured.

(c) In the event that (i) the Licensee fails to respond to such notice of default; and/or (ii) the Licensee fails to cure the default or to take reasonable steps to cure the default within the required twenty-one (21) day period; and/or (iii) the Issuing Authority is not satisfied with (1) the Licensee's response pursuant to Section 11.1(a) supra and/or (2) the Licensee's efforts to cure pursuant to Section 11.1(b) supra, the Issuing Authority or its designee shall promptly schedule a public hearing no sooner than fourteen (14) days after written notice, by certified mail, to the Licensee. The Licensee shall be provided reasonable opportunity to offer evidence, question witnesses, if any, and be heard at such public hearing.

(d) Within thirty (30) days after said public hearing, the Issuing Authority shall issue a written determination of its findings. In the event that the Issuing Authority determines that the Licensee is in such default, the Issuing Authority may determine to pursue any of the following remedies:

(i) assess liquidated damages in accordance with the schedule set forth in Section 11.2 infra;

(ii) seek specific performance of any provision in this Renewal License which reasonably lends itself to such remedy as an alternative to damages;

(iii) commence an action at law for monetary damages;

(iv) foreclose on all or any appropriate part of the security provided pursuant to Section 9.2 herein;

(v) declare the Renewal License to be revoked subject to Section 11.3 infra and applicable law;

(vi) invoke any other lawful remedy available to the Town.

Section 11.2---LIQUIDATED DAMAGES

(a) For the violation of any of the following provisions of this Renewal License, liquidated damages shall be paid by the Licensee to the Issuing Authority, subject to Section 11.1 supra. Any such liquidated damages shall be assessed as of the date that the Licensee received written notice, by certified mail, of the provision or

provisions which the Issuing Authority believes are in default, provided that the Issuing Authority made a determination of default pursuant to Section 11.1(d) supra.

(1) For failure to maintain and operate and/or replace the Institutional Network pursuant to Section 3.2 supra and **Exhibit 1** attached hereto, three hundred dollars (\$300.00) per day that any such non-compliance continues.

(2) For failure to comply with the PEG Access programming and equipment provisions in accordance with the timelines in Article 6 herein, two hundred dollars (\$200.00) per day that any such non-compliance continues.

(3) For failure to comply with the FCC's Customer Service Obligations in accordance with Section 12.5 infra, and **Exhibit 8** attached hereto, one hundred fifty dollars (\$150.00) per day that any such non-compliance continues.

(4) For failure to provide, install and/or fully activate the Subscriber Network and/or Outlets in accordance with Section 5.6 herein and/or **Exhibit 4** attached hereto, fifty dollars (\$50.00) per day that any of such Drops and/or Outlets are not provided, installed and/or activated as required.

(5) For failure to submit reports, pursuant to Article 13 herein, fifty dollars (\$50.00) per day that any of said reports are not submitted as required.

(b) Such liquidated damages shall not be a limitation upon, any other provisions of this Renewal License and applicable law, including revocation, or any other statutorily or judicially imposed penalties or remedies; provided, however, that in the event that the Issuing Authority collects liquidated damages for a specific breach for a specific period of time, pursuant to Section 11.1 supra, the collection of such liquidated damages shall be deemed to be the exclusive remedy for said specific breach for such specific period of time only.

(c) Each of the above-mentioned cases of non-compliance shall result in damage to the Town, its residents, businesses and institutions, compensation for which will be difficult to ascertain. The Licensee agrees that the liquidated damages in the amounts set forth above are fair and reasonable compensation for such damage. The Licensee agrees that said foregoing amounts are liquidated damages, not a penalty or forfeiture, and are within one or more exclusions to the term "franchise fee" provided by Section 622(g)(2)(A)-(D) of the Cable Act.

Section 11.3---**REVOCATION OF THE RENEWAL LICENSE**

To the extent permitted by applicable law, in the event that the Licensee fails to comply with any material provision of this Renewal License, the Issuing Authority may revoke the Renewal License granted herein.

Section 11.4---**TERMINATION**

The termination of this Renewal License and the Licensee's rights herein shall become effective upon the earliest to occur of: (i) the revocation of the Renewal License by action of the Issuing Authority, pursuant to Section 11.1 and 11.3 supra; (ii) the abandonment of the Cable System, in whole or material part, by the Licensee without the express, prior approval of the Issuing Authority; or (iii) the expiration of the term of this Renewal License. In the event of any termination, the Town shall have all of the rights provided in this Renewal License.

Section 11.5---**NOTICE OF LEGAL ACTION**

Except in an emergency situation, in the event that the Licensee or the Issuing Authority intends to take legal action against the other party for any reason, it shall first (i) give the other party reasonable notice that an action will be filed, (ii) meet with the other party promptly before it files any such action, and (iii) negotiate the

issue, which is the subject of any proposed legal action, in good faith with the other party and/or its representative(s).

Section 11.6---**NON-EXCLUSIVITY OF REMEDY**

No decision by the Issuing Authority or the Town to invoke any remedy under this Renewal License or under any statute, law or by-law shall preclude the availability of any other such remedy.

Section 11.7---**NO WAIVER-CUMULATIVE REMEDIES**

(a) No failure on the part of the Issuing Authority, the Town or the Licensee to exercise, and no delay in exercising, any right in this Renewal License shall operate as a waiver thereof, nor shall any single or partial exercise of any such right preclude any other right, all subject to the conditions and limitations contained in this Renewal License.

(b) The rights and remedies provided herein are cumulative and not exclusive of any remedies provided by law, and nothing contained in this Renewal License shall impair any of the rights of the Town under applicable law, subject in each case to the terms and conditions in this Renewal License.

(c) No waiver of, nor failure to exercise any right or remedy by the Issuing Authority, Town or the Licensee at any one time shall affect the exercise of such right or remedy or any other right or remedy by the Town at any other time. In order for any waiver of the Issuing Authority, Town or the Licensee to be effective, it shall be in writing.

(d) The failure of the Issuing Authority or the Town to take any action in the event of any breach by the Licensee shall not be deemed or construed to constitute a waiver of or otherwise affect the right of the Issuing Authority or the Town to take any action permitted by this Renewal License at any other time in the event that such breach has not been cured, or with respect to any other breach by the Licensee.

ARTICLE 12

SUBSCRIBER RIGHTS AND CONSUMER PROTECTION

Section 12.1---CUSTOMER SERVICE OFFICE

(a) For the entire term of this Renewal License, the Licensee shall continue to maintain, operate and staff its full-time customer service office in Beverly, for the purpose of, among other things (i) receiving customer payments; (ii) receiving returned or exchanged equipment; and (iii) answering inquiries and resolving complaints.

(b) There shall be no charges to the Town and no externalization, line-item and/or pass-through of any costs related to said customer service office to Wenham Subscribers.

Section 12.2---TELEPHONE ACCESS

(a) The Licensee shall maintain sufficient customer service representatives to handle all Subscriber calls, during Normal Business Hours.

(b) The Licensee's main customer service office(s) shall have a publicly listed toll-free telephone number for its Wenham Subscribers, unless required otherwise to be a local telephone number by applicable law.

(c) Pursuant to 47 C.F.R. §76.309(c)(1)(B), under normal operating conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety percent (90%) of the time under normal operating conditions, measured on a quarterly basis.

(d) A Subscriber shall receive a busy signal less than three percent (3%) of the time that the Licensee's customer service office is open for business, pursuant to Section 12.1 supra, measured on a quarterly basis, under normal operating conditions.

(e) The Licensee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless an historical record of complaints indicates a clear failure to comply.

Section 12.3---ANSWERING SERVICE

At all other times than those listed directly above, throughout the entire term of this Renewal License, the Licensee shall maintain a telephone answering service to handle Subscriber inquiries, Complaints and emergencies, and provide proper referral regarding billing and other subscriber information. All such after-hours calls shall be logged by the Licensee. Said answering service shall (i) forward all inquiries and/or Complaints to the Licensee the morning of the next business day and (ii) inform each Subscriber calling that his or her Complaint will be referred to the Licensee's Customer Service Department for response. If requested, the Licensee shall promptly contact each individual Subscriber to follow-up on their individual problem and/or inquiry.

Section 12.4---INSTALLATION VISITS-SERVICE CALLS-RESPONSE TIME

(a) The Licensee shall respond to all requests for aerial installation(s) within seven (7) days of such request, or at such other time as is mutually agreed-upon by the Licensee and said Subscriber. Underground installation shall be completed as expeditiously as practicable. If arranging appointments for installation, the Licensee shall specify in advance whether such will occur in the morning or afternoon, or a narrow interval, if possible, and

the Licensee shall make reasonable efforts to install at times convenient to Subscribers (including times other than (9:00 a.m. to 5:00 p.m. weekdays).

(b) The Licensee shall be responsible for picking-up and changing-out Converters at a Subscriber's request at no additional charge, where such change-out is initiated by the Licensee's expansion of channel capacity. In order to improve service, the Licensee reserves the right to offer Subscribers the option of bringing Converters to an office of the Licensee for drop-off or exchange themselves.

(c) A Subscriber complaint or request for service received after Normal Business Hours shall be responded to the next business morning.

(d) The Licensee shall ensure that there are stand-by technicians on-call at all times after Normal Business Hours. The answering service shall be required to notify the stand-by technician(s) of (i) any emergency situations, (ii) an unusual number of calls and/or (iii) a number of similar Complaint calls or a number of calls coming from the same area.

(e) System outages shall be responded to immediately, twenty-four (24) hours a day by technical personnel. For purposes of this section, an outage shall be considered to occur when three (3) or more calls are received from any one neighborhood, concerning such an outage, or when the Licensee has reason to know of such an outage.

(f) The Licensee shall remove all Subscriber Drop Cables, within seven (7) days of receiving a request from a Subscriber to do so.

Section 12.5---**FCC CUSTOMER SERVICE OBLIGATIONS**

The Licensee shall comply with the FCC's Customer Service Obligations, codified at 47 U.S.C. Section 76.309, as may be amended from time to time, which standards are attached hereto, and made a part hereof, as **Exhibit 8**.

Section 12.6---**BUSINESS PRACTICE STANDARDS**

The Licensee shall provide the Issuing Authority, the Commission and all of its Subscribers with the following information in accordance with 207 CMR 10.00 et seq., attached hereto as **Exhibit 7**, as the same may exist or be amended from time to time:

- (i) Notification of its Billing Practices;
- (ii) Notification of Services, Rates and Charges;
- (iii) Equipment Notification;
- (iv) Form of Bill;
- (v) Advance Billing, Issuance of Bills;
- (vi) Billing Due Dates, Delinquency, Late Charges and Termination of Service;
- (vii) Charges for Disconnection or Downgrading of Service ;
- (viii) Billing Disputes; and
- (ix) Service Interruptions.

Section 12.7---**COMPLAINT RESOLUTION PROCEDURES**

(a) The Licensee shall establish a procedure for resolution of Complaints by Subscribers.

(b) Upon reasonable notice, the Licensee shall expeditiously investigate and resolve all Complaints regarding the quality of service, equipment malfunctions and similar matters. In the event that a Subscriber is aggrieved, the Issuing Authority or its designee(s) shall be responsible for receiving and acting upon such Subscriber Complaints and/or inquiries, as follows:

(i) Upon the written request of the Issuing Authority or its designee(s), the Licensee shall, within ten (10) business days after receiving such request, send a written report to the Issuing Authority with respect to any Complaint. Such report shall provide a full explanation of the investigation, finding and corrective steps taken by the Licensee.

(ii) Should a Subscriber have an unresolved Complaint regarding cable television operations, the Subscriber shall be entitled to file his or her Complaint with the Issuing Authority or its designee(s), who shall have primary responsibility for the continuing administration of this Renewal License and the implementation of Complaint procedures. The Subscriber shall thereafter meet jointly with the Issuing Authority or its designee(s) and a representative of the Licensee, within thirty (30) days of the Subscriber's filing of his or her Complaint, in order to fully discuss and resolve such matter. The Licensee shall notify each new Subscriber, at the time of initial installation of Cable Service, of the procedures for reporting and resolving all of such Complaints, and annually to all Subscribers.

(c) Notwithstanding the foregoing, if the Issuing Authority or its designee(s) determines it to be in the public interest, the Issuing Authority or its designee(s) may investigate any multiple Complaints or disputes brought by Subscribers arising from the operations of the Licensee.

(d) In the event that the Issuing Authority or its designee(s) finds a pattern of multiple unresolved Subscriber Complaints, the Issuing Authority or its designee(s) and the Licensee shall discuss, in good faith, possible amendments to the Licensee's procedures for the resolution of Complaints.

Section 12.8---REMOTE CONTROL DEVICES

The Licensee shall allow its Subscribers to purchase, from legal and authorized parties other than the Licensee, own, utilize and program remote control devices which are compatible with the Converter(s) provided by the Licensee. The Licensee takes no responsibility for changes in its equipment which might make inoperable the remote control devices acquired by Subscribers.

Section 12.9---EMPLOYEE IDENTIFICATION CARDS

All of the Licensee's employees entering upon private property, in connection with the construction, installation, maintenance and/or operation of the Cable System, including repair and sales personnel, shall be required to produce, upon request, an employee identification card issued by the Licensee and bearing a picture of said employee. If such employee(s) is not wearing such a photo-identification card and, as a result, is not admitted to a Subscriber's home, such visit shall be deemed to be a missed service visit by the Licensee.

Section 12.10---PROTECTION OF SUBSCRIBER PRIVACY

(a) The Licensee shall respect the rights of privacy of every Subscriber and/or User of the Cable Television System and shall not violate such rights through the use of any device or Signal associated with the Cable Television System, and as hereafter provided.

(b) The Licensee shall comply with all privacy provisions contained in this Article 12 and all other applicable federal and State laws including, but not limited to, the provisions of Section 631 of the Cable Act.

(c) The Licensee shall be responsible for carrying out and enforcing the Cable System's privacy policy, and shall at all times maintain adequate physical, technical and administrative security safeguards to ensure that personal subscriber information is handled and protected strictly in accordance with this policy.

(d) The Licensee shall notify all third parties who offer Cable Services in conjunction with the Licensee, or independently over the Cable Television System, of the subscriber privacy requirements contained in this Renewal License.

Section 12.11---**PRIVACY WRITTEN NOTICE**

At the time of entering into an agreement to provide any cable service or other service to a Subscriber, and annually thereafter to all Cable System Subscribers, the Licensee shall provide Subscribers with written notice, as required by Section 631(a)(1) of the Cable Act, which, at a minimum, clearly and conspicuously explains the Licensee's practices regarding the collection, retention, uses, and dissemination of personal subscriber information, and describing the Licensee's policy for the protection of subscriber privacy.

Section 12.12---**MONITORING**

(a) Neither the Licensee nor its agents nor the Town nor its agents shall tap, monitor, arrange for the tapping or monitoring, or permit any other Person to tap or monitor, any cable, line, Signal, input device, or subscriber Outlet or receiver for any purpose, without the prior written authorization of the affected Subscriber or User; provided, however, that the Licensee may conduct system-wide or individually addressed "sweeps" solely for the purpose of verifying System integrity, checking for illegal taps, controlling return-path transmission, billing for pay Services or monitoring channel useage in a manner not inconsistent with the Cable Act. The Licensee shall report to the affected parties and the Issuing Authority any instances of monitoring or tapping of the Cable Television System, or any part thereof, of which it has knowledge, whether or not such activity has been authorized by the Licensee.

(b) The Licensee shall not record or retain any information transmitted between a Subscriber or User and any third party, except as required for lawful business purposes. The Licensee shall destroy all subscriber information of a personal nature when such information is no longer necessary for the Licensee's lawful business purposes, or as required by applicable State and/or federal law(s).

Section 12.13---**DISTRIBUTION OF SUBSCRIBER INFORMATION**

The Licensee and its agents and/or employees shall not, without giving Subscribers an opportunity to prevent disclosure, disclose to any third party data identifying or designating any Subscriber either by name or address. Said opportunity to prevent disclosure shall be provided to each Subscriber annually through a written notice. A Subscriber shall have the right, at any time, to request the Licensee not to disclose to any third party data identifying the Subscriber either by name or address and the Licensee shall abide by this request.

Section 12.14---**POLLING BY CABLE**

No poll of a Subscriber or User shall be conducted or obtained, unless (i) the program shall contain an explicit disclosure of the nature, purpose and prospective use of the results of the poll, and (ii) the program has an informational, entertainment or educational function which is self-evident. The Licensee or its agents shall release the results only in the aggregate and without individual references.

Section 12.15---**INFORMATION WITH RESPECT TO VIEWING HABITS AND SUBSCRIPTION DECISIONS**

Except as permitted by §631 of the Cable Act or pursuant to an order by a court, neither the Licensee nor its agents nor its employees shall make available to any third party, including the Town, information concerning the viewing habits or subscription package decisions of any individual Subscriber.

Section 12.16---**SUBSCRIBER'S RIGHT TO INSPECT AND VERIFY INFORMATION**

(a) The Licensee shall make available for inspection by a Subscriber at a reasonable time and place all personal subscriber information that the Licensee maintains regarding said Subscriber.

(b) A Subscriber may obtain from the Licensee a copy of any or all of the personal subscriber information regarding him or her maintained by the Licensee. The Licensee may require a reasonable fee for making said copy.

(c) A Subscriber or User may challenge the accuracy, completeness, retention, use or dissemination of any item of personal subscriber information. Such challenges and related inquiries about the handling of subscriber information shall be directed to the Licensee's General Manager. The Licensee shall change any such information upon a reasonable showing by any Subscriber that such information is inaccurate.

Section 12.17---**PRIVACY STANDARDS REVIEW**

The Issuing Authority and the Licensee shall continually review this Article 12 to determine that it effectively addresses appropriate concerns about privacy. This Article may be amended periodically by agreement of the Issuing Authority and the Licensee.

ARTICLE 13

REPORTS, AUDITS AND PERFORMANCE TESTS

Section 13.1---GENERAL

(a) Upon the written request of the Issuing Authority, the Licensee shall promptly submit to the Town any information regarding the Licensee, its business and operations, and/or any Affiliated Person, with respect to the Cable System, in such form and containing such detail as may be reasonably specified by the Town pertaining to the subject matter of this Renewal License which may be reasonably required to establish the Licensee's compliance with its obligations pursuant to this Renewal License.

(b) If the Licensee believes that the documentation requested by the Issuing Authority involves proprietary information, then the Licensee shall submit the information to counsel, who shall confer with the Town Counsel for a determination of the validity of the Licensee's claim of a proprietary interest.

Section 13.2---FINANCIAL REPORTS

(a) Upon written request, no later than one hundred twenty (120) days after the end of the Licensee's fiscal year, the Licensee shall furnish the Issuing Authority and/or its designee(s) a sworn statement of the Licensee's revenues pertaining to the Wenham Cable System. The Licensee shall also provide a financial balance sheet (Cable Division Form 200) and statement of ownership which shall be open for public inspection. Said statements and balance sheet shall be sworn to by the Person preparing the same and by the Licensee or an officer of the Licensee.

(b) The Licensee shall also provide a separate report including the following:

(i) All Gross Annual Revenues, as defined in Section 1.1(21) supra.

(ii) Any other reports required by State and/or federal law.

Section 13.3---CABLE SYSTEM INFORMATION

Upon written request, the Licensee shall file annually with the Issuing Authority a statistical summary of the operations of the Cable System. Said report shall include, but not be limited to, (i) the number of Basic Service and Pay Cable Subscribers, (ii) the number of dwelling units passed and (iii) the number of Cable System plant miles completed.

Section 13.4---IN-HOUSE TELEPHONE REPORTS

To establish the Licensee's compliance with Sections 12.2 and 12.5 herein, the Licensee shall provide to the Issuing Authority, upon request, a report of telephone traffic generated from an in-house automated call accounting or call tracking system.

Section 13.5---INDIVIDUAL COMPLAINT REPORTS

The Licensee shall, within ten (10) business days after receiving a written request from the Town, send a written report to the Issuing Authority with respect to any complaint. Such report shall provide a full explanation of the investigation, finding(s) and corrective steps taken.

Section 13.6---ANNUAL PERFORMANCE TESTS

The Licensee shall provide copies of performance tests to the Issuing Authority in accordance with FCC regulations, as set out in 47 C.F.R. §76.601 et seq.

Section 13.7---**QUALITY OF SERVICE**

Where there exists evidence which, in the reasonable judgment of the Issuing Authority, casts doubt upon the reliability or technical quality of Cable Service(s), the Issuing Authority shall cite specific facts which casts such doubt(s), in a notice to the Licensee. The Licensee shall submit a written report to the Issuing Authority, within thirty (30) days of receipt of any such notice from the Issuing Authority, setting forth in detail its explanation of the problem(s).

Section 13.8---**DUAL FILINGS**

(a) If requested, the Licensee shall make available to the Town at the Licensee's expense, copies of any petitions or communications with any State or federal agency or commission pertaining to any material aspect of the Cable System operation hereunder.

(b) In the event that either the Issuing Authority or the Licensee requests from any State or federal agency or commission a waiver or advisory opinion, it shall immediately notify the other party in writing of said request, petition or waiver.

Section 13.9---**INVESTIGATION**

The Licensee and any Affiliated Person(s) shall cooperate fully and faithfully with any lawful investigation, audit or inquiry conducted by a Town governmental agency; provided, however, that any such investigation, audit or inquiry is for the purpose of establishing the Licensee's compliance with its obligations pursuant to this Renewal License.

ARTICLE 14

EMPLOYMENT

Section 14.1---EQUAL EMPLOYMENT OPPORTUNITY

The Licensee shall be an Equal Opportunity/Affirmative Action Employer adhering to all federal, State and/or local laws and regulations. Pursuant to 47 CFR 76.311 and other applicable regulations of the FCC, the Licensee shall file an Equal Opportunity/Affirmative Action Program with the FCC and otherwise comply with all FCC regulations with respect to Equal Employment/Affirmative Action Opportunities.

Section 14.2---NON-DISCRIMINATION

The Licensee shall adhere to all federal and State laws prohibiting discrimination in employment practices.

ARTICLE 15

MISCELLANEOUS PROVISIONS

Section 15.1---ENTIRE AGREEMENT

This instrument contains the entire agreement between the parties, supercedes all prior agreements or proposals except as specifically incorporated herein, and cannot be changed orally but only by an instrument in writing executed by the parties.

Section 15.2---CAPTIONS

The captions to sections throughout this Renewal License are intended solely to facilitate reading and reference to the sections and provisions of the Renewal License. Such captions shall not affect the meaning or interpretation of the Renewal License.

Section 15.3---SEPARABILITY

If any section, sentence, paragraph, term or provision of this Renewal License is determined to be illegal, invalid or unconstitutional, by any court of competent jurisdiction or by any State or federal regulatory agency having jurisdiction thereof, such determination shall have no effect on the validity of any other section, sentence, paragraph, term or provision hereof, all of which shall remain in full force and effect for the term of this Renewal License.

Section 15.4---ACTS OR OMISSIONS OF AFFILIATES

During the term of this Renewal License, the Licensee shall be liable for the acts or omission of its Affiliates while such Affiliates are involved directly or indirectly in the construction, installation, maintenance or operation of the Cable System as if the acts or omissions of such Affiliates were the acts or omissions of the Licensee.

Section 15.5---RENEWAL LICENSE EXHIBITS

The Exhibits to this Renewal License, attached hereto, and all portions thereof, are incorporated herein by this reference and expressly made a part of this Renewal License, unless such Exhibits are noted for informational purposes only.

Section 15.6---WARRANTIES

The Licensee warrants, represents and acknowledges that, as of the Effective Date of this Renewal License:

- (i) The Licensee is duly organized, validly existing and in good standing under the laws of the State;
- (ii) The Licensee has the requisite power and authority under applicable law and its by-laws and articles of incorporation and/or other organizational documents, is authorized by resolutions of its Board of Directors or other governing body, and has secured all consents which are required to be obtained as

of the Execution Date of this Renewal License, to enter into and legally bind the Licensee to this Renewal License and to take all actions necessary to perform all of its obligations pursuant to this Renewal License;

Section 15.7---**FORCE MAJEURE**

If by reason of force majeure either party is unable in whole or in part to carry out its obligations hereunder, said party shall not be deemed in violation or default during the continuance of such inability. The term "force majeure" as used herein shall mean the following: acts of God; acts of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, political subdivision, or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; lightening; earthquakes; fires; hurricanes; volcanic activity; storms; floods; washouts; droughts; civil disturbances; explosions; strikes; unavailability of essential equipment, services and/or materials beyond the control of the Licensee; and any other matters beyond the reasonable control of the Licensee.

Section 15.8---**REMOVAL OF ANTENNAS**

The Licensee shall not remove any television antenna of any Subscriber but shall offer to said Subscriber an adequate switching device ("A/B Switch") to allow said Subscriber to choose between cable and non-cable television reception.

Section 15.9---**SUBSCRIBER TELEVISION SETS**

The Licensee shall not engage directly or indirectly in the business of selling or repairing television or radio sets; provided, however, that the Licensee may make adjustments to television sets in the course of normal maintenance.

Section 15.10---**APPLICABILITY OF RENEWAL LICENSE**

All of the provisions in this Renewal License shall apply to the Town, the Licensee, and their respective successors and assignees.

Section 15.11---**NOTICES**

(a) Every notice to be served upon the Issuing Authority shall be delivered, or sent by certified mail (postage prepaid) to the Office of the Board of Selectmen, Wenham Town Hall, 138 Main Street, Wenham, Massachusetts 01984, or such other address as the Issuing Authority may specify in writing to the Licensee, with a copy of such notice to the Town Counsel. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing.

(b) Every notice served upon the Licensee shall be delivered or sent by certified mail (postage prepaid) to the Director of Government Affairs, MediaOne of Massachusetts, Inc., 6 Campanelli Drive, Andover, Massachusetts 01810-1095, or such other address as the Licensee may specify in writing to the Issuing Authority, with a copy of such notice to the Licensee's Legal Department at the same address. The delivery shall be equivalent to direct personal notice, direction or order, and shall be deemed to have been given at the time of mailing.

(c) Whenever notice of any public hearing relating to the Cable System is required by law or regulation, the Issuing Authority shall publish notice of the same, sufficient to identify its time, place and purpose, as may be required.

(d) The Licensee shall also identify hearing(s) by periodic announcement on a Local Origination channel, if one is programmed, for five (5) consecutive days during each such week. Such notice shall also state the purpose of the hearing, the location of the hearing and the availability of relevant written information.

(e) Subject to subsection (c) above, all required notices shall be in writing.

Section 15.12---**NO RECOURSE AGAINST THE ISSUING AUTHORITY**

Pursuant to Section 635A(a) of the Cable Act, the Licensee shall have no recourse against the Issuing Authority, the Town and/or its officials, boards, commissions, committees, members, agents or employees other than injunctive relief or declaratory relief, arising from the regulation of cable service or from a decision of approval or disapproval with respect to a grant, renewal, transfer, or amendment of this Renewal License.

Section 15.13---**TOWN'S RIGHT OF INTERVENTION**

The Town hereby reserves the right, as authorized by applicable law and/or regulation, to intervene in any suit, action or proceeding involving this Renewal License, or any provision in this Renewal License; provided, however, that this section shall not restrict the right of the Licensee to oppose such intervention, pursuant to applicable law.

Section 15.14---**TERM**

All obligations of the Licensee and the Issuing Authority set forth in the Renewal License shall commence upon the Effective Date of this Renewal License and shall continue for the term of the Renewal License, except as expressly provided for otherwise herein.

SIGNATURE PAGE

In Witness Whereof, this Renewal License is hereby issued by the Board of Selectmen of the Town of Wenham, Massachusetts, as Issuing Authority, and all terms and conditions are hereby agreed to by MediaOne of Massachusetts, Inc.

The Town of Wenham, MA

By:

MediaOne of Massachusetts, Inc.

By:

Kevin M. Casey
Senior Vice President
Northeast Region

DATED: July __, 1999

EXHIBITS

EXHIBIT 1

INSTITUTIONAL NETWORK BUILDINGS

{See Attached}

EXHIBIT 2

PROGRAMMING AND INITIAL SIGNAL CARRIAGE

The Licensee shall provide the following broad categories of Programming:

- + News Programming;
- + Sports Programming;
- + Public Affairs Programming;
- + Children's Programming;
- + Entertainment Programming; and
- + Local Programming.

For informational purposes, it is the Licensee's intention to have the following channel line -up upon the Effective Date of the Renewal License, subject to applicable law and the Licensee's editorial discretion.

{See Attached}

EXHIBIT 3

VIDEO CASSETTE RECORDER (VCR) POLICIES AND OPTIONS

{See Attached}

EXHIBIT 4

FREE DROPS AND MONTHLY SERVICE TO PUBLIC BUILDINGS AND SCHOOLS

The following public buildings and schools shall receive the following Drops and/or Outlets and monthly Service at no charge:

{See Attached}

EXHIBIT 5

WENHAM PEG ACCESS PERSONNEL ROLES AND SERVICES

The Licensee shall provide a minimum of twenty (20) hours per week of personnel support to the Towns of Hamilton and Wenham for the purpose of overseeing and facilitating PEG Access programming for Hamilton and Wenham subscribers. Said personnel shall:

- Provide support to and cooperate with Town personnel and residents to facilitate production of PEG Access programming of interest to the Town's subscribers;

- Provide technical advice on and training in television production to PEG Access users ;

- Coordinate the scheduling, operation and programming of PEG Access channel(s);

- Ensure coverage of regularly scheduled Wenham Board of Selectmen meetings, all regularly scheduled Hamilton/Wenham Regional School Committee meetings and every Town meeting as requested by the Town Moderators.

- Offer and coordinate internship programs to students at Hamilton/ Wenham Regional High School;

- Perform such other duties necessary and appropriate in order to facilitate the production of and cablecast PEG Access programming of interest to Wenham subscribers.

EXHIBIT 6

ASCERTAINABLE QUALITY STANDARDS FOR GOVERNMENT ACCESS PROGRAMMING

All televised coverage of regularly scheduled Government Access meetings required to be cablecast under Section 6.3(g) of this cable television license shall be subject to the following ascertainable quality standards:

(1) The Licensee shall ensure that said Government Access meetings are cablecast in a professional and responsible manner. There shall always be video and audio signals of each such Government Access meeting.

(2) The Licensee shall ensure that its televised signals meet all technical specifications in accordance with the FCC standards for audio and video transmissions.

EXHIBIT 7

207 CMR 10.00

{See Attached}

EXHIBIT 8

FCC CUSTOMER SERVICE OBLIGATIONS

{See Attached}

EXHIBIT 9

THE CABLE ACT

{See Attached}